Agenda Date: 06/15/04 Agenda Item Form Districts Affected: N/A **Dept. Head/Contact Information:** Human Resources, Terry Bond, (915) 541-4509 Type of Agenda Item: ☐Board Appointments Resolution ☐Staffing Table Changes ☐Tax Refunds □ Donations Tax Installment Agreements ☐ Item Placed by Citizen RFP/ BID/ Best Value Procurement ☐Budget Transfer Introduction of Ordinance ☐Bldg. Permits/Inspection ☐ Application for Facility Use Contract/Lease Agreement ☐Grant Application ☐Interlocal Agreements

Funding Source: ☐General Fund

☐ Grant (duration of funds: 3 Months)

Other Source: _____

Legal:

□ Legal Review Required

Attorney Assigned (please scroll down): Lupe Cuellar

□ Approved

□ Denied

Timeline Priority: ⊠High

Medium

□Low |

of days:___

Why is this item necessary:

This grant funded contract will provide on the job training for the participant of the TACE(Transition Adjustment and Career Education) program. The TACE program is a collaborative project with the Upper Rio Grande @ Work, El Paso Community Foundation and 15 other governmental and nonprofict agencies that provide people with disabilities the opportunity be part of the mainstream workforce.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings: Salary only

Statutory or Citizen Concerns:

None anticipated

Departmental Concerns:

None anticipated

ES OT III HI TO 33 CILA OFFICE CLUSSISIONE

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the CITY OF EL PASO and ALBERTO RODRIGUEZ, to assist the Mass Transit Department as a Building Maintenance Helper at an hourly rate of \$9.39 for a minimum of 20 hours per week. The term of the contract shall be for the period of June 16 2004 through September 16, 2004.

APPROVED this 15th day of June 2004	4.
	THE CITY OF EL PASO
	Joe Wardy Mayor
ATTEST:	
Richarda Duffy Momsen City Clerk	
APPROVED AS TO FORM:	
Guadalupe Cuellar	
Deputy City Attorney	

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and ALBERTO RODRIGUEZ, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Mass Transit Department, desires to employ the Employee as a Building Maintenance Helper; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1. <u>SCOPE OF SERVICES</u>. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Mass Transit Department, in El Paso, Texas.
- 2. <u>TIME OF PERFORMANCE</u>. The services of Employee are to commence on or about June 16, 2004 and be completed by September 16, 2004.
- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u>. Employee shall be paid at an hourly rate of Nine and 39/100 Dollars (\$9.39) for a minimum of twenty (20) hours per week. Employee is classified as an non-exempt employee under FLSA and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.
 - 4. LOCATION OF PERFORMANCE. The place where such services are to be

1

performed is in the Mass Transit Department, City and County of El Paso, State of Texas,

or such other places as may be directed by the City in order to fulfill the terms of this

Contract.

5. <u>LAW GOVERNING CONTRACT</u>. For purposes of determining the place of

the Contract and the law governing the same, it is agreed that the Contract is entered into

in the City and County of El Paso, State of Texas, and shall be governed by the laws of the

State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. <u>COMPLETE AGREEMENT</u>. This agreement constitutes and expresses the

entire agreement between the parties hereto in reference to the personal services of the

Employee for the City, and in reference to any of the matters or things herein provided for,

or hereinbefore discussed or mentioned in reference to such services, all promises,

representations and understanding relative thereto herein being merged.

7. <u>TERMINATION</u>. Either party may terminate this contract without cause after

ten (10) days written notice to the other party of the intention to terminate this contract, or

at any time by mutual agreement of the parties. Should the City have cause to terminate

this agreement, the contract may be terminated immediately upon notification to the

Employee of the cause for termination. The right to terminate the contract under the

provisions specified in this paragraph may be exercised by the Chief Administrative

Officer on behalf of the City.

8. <u>MISCELLANEOUS</u>. The City shall provide such office space for Employee

as is necessary, in the sole determination of the City, for Employee to carry out his duties

under this Contract.

9. <u>NOTICE</u>. Any notices required under this contract shall be sufficient if sent

2

Document #: 1009
PerServ04/ARODRIGUEZ

Document Name: PerServ04/ARODRIGUEZ

Document Author: LCUE

by Certified Mail, Return Recei	pt Requested, postage prepaid, to the City or the Employee	
at the following addresses:		
CITY:	City of El Paso Mass Transit Department Attn: Director 700-A San Francisco El Paso, Texas	
EMPLOYEE:	Alberto Rodriguez	
IN WITNESS WHERE	OF the parties have executed this agreement at El Paso,	
Texas this 15th day of June, 20	04.	
	CITY OF EL PASO	
ATTEST:	Joe Wardy Mayor	
Richarda Duffy Momsen City Clerk	EMPLOYEE:	
	Alberto Rodriguez SSN:	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:	
Guadalupe Cuellar Deputy City Attorney	Terry Lee Scott, Director Director of Mass Transit	

APPROVED BY THE CI	VIL SERVICE COMMISSION:
By:	, Secretary

ATTACHMENT A SCOPE OF DUTIES STATEMENT

BUILDING MAINTENANCE HELPER

(EL PASO CONTRACT POSITION)

General Purpose

Under immediate supervision, assist skilled workers in the performance of a limited variety of building maintenance and repair tasks.

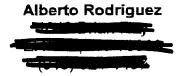
Typical Duties

Assist in indoor repair of building mechanical systems equipment at various transit locations, as directed. Involves: Aid in installation and repair of heating and air conditioning equipment or replacement of worn out or defective parts. Perform preparatory and clean up duties such as gathering equipment and materials, loading and unloading. Perform preventative maintenance and report problems to supervisor. Completes routine painting and plastering as instructed. Maintain tools, equipment, materials and supplies, and keep work area orderly, safe and clean. Prepare daily work reports. Comply with safety regulations.

Perform other indoor building maintenance duties, as assigned. Involves: Inspect buildings for damage and perform minor repair work. Lift and carry small or light weight (up to 20 pounds) equipment and furniture, and move, load and unload moderate weight (over 20 pounds) with the assistance of carts, hoists and coworkers.

Minimum Qualifications

<u>Education and Experience:</u> Equivalent to completion of eight grade, plus one (1) year of either vocational coursework that provides training in ordinary use of powered and unpowered building trades hand tools or experience assisting skilled trades workers in construction or maintenance of building interiors.



Objective:

An interesting position with a growing company that will allow me an opportunity for advancement and be an asset to the company.

Experience:

Lamco

El Paso, TX

Owner/Operator

1990 to 1995

- Sold products to include refrigeration and air conditioning supplies to business and industrial establishments and individuals for manufacturer and distributor at sales office, store, showroom, and customer's place of business.
- Obtained and received merchandise, totaled bills, accepted payments and made change for customers in retail store.
- Obtained merchandise requested by customers.

EPISD

El Paso, TX

Teacher

1980 to 1990

- Taught classes, presented lectures, conducted workshops and participated in other activities to further educational program.
- Prepared outline of material to be covered and submitted it for approval.
- Arranged the use of audiovisual equipment and other teaching aids.

Trail Ways

El Paso, TX

Bus Driver

1975 to 1980

- Drove bus to transport passengers over specified routes to local and distant points according to time schedule.
- Assisted passengers with baggage.
- Collected tickets and cash fares.

Education:

Wayland Baptist University

Plainview, TX

1988

Texas A&M

College Station, TX

Professional Teacher Education

B.A. in Occupational Education

1986

Specialized in Vocational Industries.

Long Beach City College

Long Beach, CA

A.A. in Science

1968

References:

Available upon request